

Privacy Policy

(Updated December 2022)

This privacy policy (the “Policy”) describes how we collect and use your information. This Policy applies to data you provide us when you access or use the Services. Priority Concepts may modify this Policy from time to time effective upon its posting. It is important that you review the Policy often. This Policy is incorporated into, and is subject to, the [Terms](#).

If you are a resident of California, please review our [California Privacy Disclosures](#) for additional disclosures required by California law.

1. Responsibility for Information Submitted by You

You understand and agree that we have no control over the data you provide to us through the Site or in connection with the Services. Accordingly, You represent that you are authorized to provide us with such information for the purpose of your use of the Services and agree to hold us and our subsidiaries, affiliates, officers, directors, and employees, and each of their respective successors and assigns (collectively, the “Indemnified Persons”), harmless from, and indemnify them for all damages, costs, expenses and other liabilities, including reasonable attorneys’ fees and expenses, relating to any claim from any person or entity arising out of or related to our use of the information provided in accordance with the terms of this Privacy Policy.

2. Collection of Non-Personal Information

We may collect non-personally identifiable information regarding in connection with your use of the Services. We may utilize third party software to collect this information and reserve the right to change our data collection methods, providers and/or software, at any time in our sole discretion. If you do not want such non-personally identifiable information collected, it may be possible for you to adjust settings on the electronic equipment you use to access the Services (e.g., a stationary or mobile computer, phone or tablet) (your “Device”). However, we cannot guarantee that such settings may be changed or will be effective and you assume all risks associated with your access to the Services.

3. Collection of Personal Information

We may also collect Personal Information about you or others. By “Personal Information”, we mean information that can be used to identify a specific individual, which could be you or others (e.g., the recipient of the Services).

Personal Information may include information about your web browser, IP address, time zone, device identifiers, IP addresses, or “cookies” (“Cookie Data”). This type of information, if collected, is collected through our “Tracking Technologies” described below. Other Personal Information is what you provide to us when registering for a service or purchasing a product for yourself or another recipient.

By using the Services and providing any information to us, you are acknowledging that aspects of the Services may not be secure and that You understand that the Internet is inherently insecure and engaging in communication via networks has inherent risk. We will not

intentionally disclose Personal Information other than as described in our Terms, but we cannot control and will not be liable for interference by third-parties. You agree not to provide any information to us via email or our website that you would not want shared with others.

Without limitation, you acknowledge that communications in furtherance of the Services may be conducted via third party communication platforms over which we have no control. You assume all responsibility for the information you provide through and for the consequences of use of such communication platforms.

4. How We Use Personal Information

We will use Personal Information to enable us to provide the Services indicated when you provided the information.

We may also use Personal Information to identify you when you use our Services, to improve the operation and usefulness of our Services, and to comply with applicable laws and law enforcement.

The Services require use of Third Party Resources and your Personal Information will be shared with such third parties to the extent necessary to enable you to receive the Services, and as needed for the operation of Services. Such Third Party Resources may have their own terms and conditions and privacy policies which you agree to review and by using Services confirm your agreement to such terms. We may utilize alternate or additional third-parties to enable Services to operate, from time to time, in our sole discretion. By using Services, You consent to such sharing to the extent of the uses here indicated or otherwise permitted by law.

We may also disclose Personal Information: (1) if we determine a violation of the Terms has occurred; (2) if we believe such disclosure is necessary to identify or bring legal action regarding or prevent injury or interference with our rights or the rights of another user of the Services; (3) to respond to legal process or as otherwise required by law; and (4) to assist us in fraud protection or investigation.

You understand that information received from you may be used by us for any or all of the reasons described herein.

You have the opportunity to cease use of Services and have your information deleted, except as otherwise permitted or required by law. To do so, use the opt-out information provided on our website, emails, or by contacting us using the contact information provided below.

Your personal information will not be sold to any person or entity.

Except as otherwise required by law, any information submitted by you on the Services or in connection with your use of the Services, is not considered and will not be treated as confidential.

5. How We Protect Personal Information

Personal information collected via the Services may be stored and processed in the United States and/or any other country in which we or an entity responsible for managing our data or the

Services maintains facilities. By using the Services, you consent to any such storage, processing and transfer of information, about you, into and out of your country, state, and/or territory.

Generally accepted technical standards are used to protect the Personal Information submitted to us, both during transmission and once we receive it. However, no method of transmission over the Internet, or method of electronic storage, is 100% secure. **Cyberattacks of U.S. companies by criminals has increased over recent years and created a significant risk in any company's day-to-day operations.** As a result of these circumstances, we cannot guarantee the absolute security of any data, including our own, and thus cannot be liable for security breaches.

By using the Services and providing any information to us, you are acknowledging that not all portions of the Services are secure and that data transmissions via email, uploaded through a network or on a network platform such as a website are inherently insecure. You acknowledge and agree that use of the Services is at your own risk.

We will not intentionally share your Personal Information other than as we have disclosed, but we cannot control and will not be liable for interference by third-parties.

Given the inherent risks, You agree not to provide any information through the Services, including any communication with us, that you would not want shared with others, or information that would cause you damage or irreparable harm.

WE WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DATA BREACH OR UNAUTHORIZED ACCESS TO USER INFORMATION COLLECTED OR SUBMITTED THROUGH THE SITE AND SERVICES.

6. Tracking Technologies

We may use technologies to analyze trends, administer the Services, track users' movements around our website or interaction with our communications, and to gather demographic information about our user base as a whole. We may receive reports based on the use of these technologies by these companies on an individual and aggregated basis.

When you access and use aspects of the Services, tracking technologies may automatically collect and record certain data about your use of and interaction with the Services. The data collected may be considered Personal Information in some jurisdictions, and may include data such as your IP address, browser type, the make and model of device used to access the Services, unique device identifiers, the referring webpage, pages visited, and search terms.

We may use various tracking technologies such as cookies and pixel tags to collect data about your use of and access to the Services. Cookies are small data files stored on your hard drive or in device memory by websites you visit, applications you use, or advertisements you view and help us improve the Services and your experience using such Services.

Your device may enable you to choose to turn off cookies via your browser settings. If you elect to turn off cookies, some of the Services may not function properly.

7. Data Retention

We generally retain your information for as long as necessary to enable the uses described herein or as otherwise allowed by law.

You may request a copy or deletion of the information we hold about you via request through the contact information below and such information shall be provided, subject to confirming your credentials and authority, and unless doing so is otherwise prohibited or exempted by law. You may also contact us to have any inaccuracies in your information corrected, or limit further use of your information, subject to the same exceptions.

Users have the opportunity at any time to remove themselves from our communications. Users also can request their Personal Information be deleted by responding to the opt-out information provided on our website, or in our emails, or by contacting us using the contact information provided below.

Notwithstanding the foregoing, you acknowledge and agree that withdrawal of consent and deletion of your data is subject to exceptions where we determine, in our sole discretion, that retention of the data is necessary, including but not limited to the following examples:

1. Withdrawal of consent shall not apply where retention of your Personal Information is necessary for us to fulfill certain uses disclosed here such as legal requirements, investigations and/or where data has been disclosed to third parties in accordance with the Terms and this Policy.
2. After disclosure of Personal Information to third parties pursuant to the Terms and this Policy, withdrawal of consent and deletion of your Personal Information may not be possible and/or may be subject to the limitations of such third parties' own privacy policies or other requirements similar in scope to those disclosed here.
3. Withdrawal of consent and/or deletion of your Personal Information may not be possible where otherwise required by legal authorities.

8. Children's Privacy

We do not knowingly collect or solicit personal information from any users that are not competent to agree to the Terms or for anyone under the age of eighteen (18). Only users over the age of 18 are permitted to use the Services.

ADDITIONAL POLICY PROVISIONS FOR CALIFORNIA RESIDENTS

This section ("CCPA Section") supplements the information contained in the Policy and applies solely to users of the Services who are residents of the State of California. We adopt this notice to comply with the California Consumer Privacy Act ("CCPA") and other California privacy laws. Any terms defined in the CCPA have the same meaning when used in this CCPA Section.

Personal Information for purposes of the CCPA Section is information that identifies, relates to, describes, references, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or device ("CCPA Personal Information").

CCPA Personal information does not include (a) Publicly available information from government records; (b) Deidentified or aggregated consumer information; or (c) information which is not within the scope of CCPA.

Categories of CCPA Personal Information we have collected within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers	Yes
B. Personal information as listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information	Yes
C. Protected classification characteristics under federal or California law	Age, race, color, ancestry, national origin, citizenship, religion, marital status, medical or health conditions, disabilities, gender, sexual orientation, military status, or genetic information	No
D. Commercial information	Records of purchasing	No
E. Biometric information	Fingerprints or facial recognition	No
F. Internet activity	Browsing or search history	Yes
G. Geolocation data	Physical location or movement	No
H. Sensory data	Audio or visual information.	No
I. Employment related information	Employment status or history	Yes
J. Non-public education information under the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Education records directly related to a student maintained by an educational institution	No

Category	Examples	Collected
K. Inferences from other personal information	Profile reflecting a person's preferences	No

We obtain such CCPA Personal Information from you directly or from third parties you have authorized or are necessary to provide the Services you have requested, and/or indirectly through Tracking Technologies.

We may use or disclose CCPA Personal Information for the reasons described in the Policy. We will not collect or use CCPA Personal Information other than as disclosed pursuant to the Policy, including this Section, without notice to you.

Where we have disclosed CCPA Personal Information to a third party for the purposes described in the Policy and this Section, we require such third parties to treat such CCPA Personal Information confidentially and only for the purposes we have disclosed to you.

Your Rights as a California Resident

CCPA provides California Residents with specific rights regarding their CCPA Personal Information, specifically California Residents:

1. Have the right to request disclosure by use of our collection and use of your CCPA Personal Information in the preceding 12 months:
 - Which categories of your CCPA Personal Information we collected
 - Why we collected your CCPA Personal Information
 - What categories of third parties with which we shared your CCPA Personal Information
 - The specific CCPA Personal Information of yours that we collected

2. Have the right to request deletion of your CCPA Personal Information that we possess

We will respond to verified requests from California Residents pursuant to the CCPA and fulfill such requests in compliance with the law, including any exceptions that may apply such as when the CCPA Personal Information is necessary to

- fulfill our obligations with respect to the Services you have requested or another legal obligation
- protect against cybersecurity threats, fraudulent or illegal activity
- avoid damage to, maintain and repair mechanisms through which we provide Services
- the exercise of free speech or other rights protected under the law

- comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.)
- the completion of scientific, historical, or statistical research you previously consented to which is in the public interest and in compliance with law
- our right to use such information for internal purposes consistent with consumer expectations given the nature of our relationship with you or compatible with the context in which you provided your CCPA Information

You may exercise your CCPA rights described above and as otherwise provided under the law by submitting a verifiable CCPA request to the contact specified in the Policy for any privacy concerns. Such a request must be:

1. Made by you or your registered agent authorized pursuant to California law, on your behalf or on behalf of your minor child
2. Made no more than twice in any 12-month period
3. Provide information sufficient to reasonably verify the CCPA Personal Information is yours or some person who or entity on whose behalf you are acting, with such person's or entity's full knowledge and consent
4. Provide sufficient detail to allow us to evaluate the request and our legal obligations and rights under the law

We will respond to verifiable CCPA requests in accordance with the requirements of the law, and reserve all of our rights under such law.

We will not discriminate against you for exercising your CCPA rights as a California Resident, and will not deny access to Products or Services in the manner provided to all users of such Products or Services except as permitted by the CCPA.

This Section may be amended in our discretion except to the extent otherwise required by law.

Contact For Any Privacy Concerns:

Priority Concepts Inc.
Attn: Privacy Officer
Address for correspondence:
515 Broadhollow Road, Melville, NY 11747
Email: privacy@priorityconceptsinc.com
Phone: 888-536-1330